

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

**SECTION L**

**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**TABLE OF CONTENTS**

|      |  |      |
|------|--|------|
| L.01 | FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....         | L-3  |
| L.02 | FAR 52.216-1 TYPE OF CONTRACT (APR 1984).....  | L-3  |
| L.03 | FAR 52.233-2 SERVICE OF PROTEST (SEP 2006) .....                                       | L-3  |
| L.04 | DEAR 952.219-70 DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000) .....                            | L-4  |
| L.05 | DEAR 952.233-2 SERVICE OF PROTEST (MAY 2010).....                                      | L-4  |
| L.06 | DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (MAY 2010) .....                    | L-4  |
| L.07 | DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996) .....                                  | L-4  |
| L.08 | OFFER ACCEPTANCE PERIOD .....  | L-5  |
| L.09 | FALSE STATEMENTS .....   | L-5  |
| L.10 | EXPENSES RELATED TO PROPOSAL SUBMISSION .....  | L-5  |
| L.11 | QUESTIONS CONCERNING THE RFP.....  | L-5  |
| L.12 | INTENTION TO PROPOSE .....   | L-5  |
| L.13 | AMENDMENT OF THE SOLICITATION .....  | L-5  |
| L.14 | ELECTRONIC MEDIA – RFP AND AMENDMENT(S) DISTRIBUTION.....                              | L-6  |
| L.15 | CONTENT OF RESULTING CONTRACT.....   | L-6  |
| L.16 | DISPOSITION OF OFFERS AND PROPOSAL INFORMATION .....                                   | L-6  |
| L.17 | ALTERNATE PROPOSALS Alternate proposals are not solicited and will not be evaluated. . | L-6  |
| L.18 | EXCEPTIONS OR DEVIATIONS .....   | L-6  |
| L.19 | NUMBER OF AWARDS.....  | L-6  |
| L.20 | PRE-PROPOSAL CONFERENCE.....   | L-7  |
| L.21 | RESPONSIBLE PROSPECTIVE OFFEROR .....  | L-7  |
| L.22 | COMMITMENT OF PUBLIC FUNDS .....   | L-7  |
| L.23 | ELECTRONIC SUBMISSION .....  | L-7  |
| L.24 | TIME, DATE, AND PLACE OFFERS AND PROPOSAL INFORMATION ARE DUE.....                     | L-7  |
| L.25 | PROPOSAL PREPARATION INSTRUCTIONS – GENERAL.....                                       | L-8  |
| L.26 | PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I: OFFER AND OTHER DOCUMENTS.....           | L-11 |

|      |  |      |
|------|--|------|
| L.27 | PROPOSAL PREPARATION INSTRUCTIONS – TECHNICAL PROPOSAL – VOLUME II |      |
|      | .....  | L-14 |
| L.28 | EXCLUDED OFFERORS .....  | L-16 |
| L.29 | LIST OF ATTACHMENTS .....  | L-16 |
|      | ATTACHMENT L-1 PAST PERFORMANCE REFERENCE INFORMATION FORM .....   | L-17 |
|      | ATTACHMENT L-2 PAST PERFORMANCE LETTER AND QUESTIONNAIRE .....     | L-19 |

**L.01 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its proposal or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its proposal or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://acquisition.gov/far/index.html>

| Provision No. | FAR / DEAR Reference | Title   |
|---------------|----------------------|---|
| 1a.           | 52.204-7             | SYSTEM FOR AWARD MANAGEMENT (JUL 2013)                              |
| 1b.           | 52.215-1             | INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)       |
| 1c.           | 52.215-16            | FACILITIES CAPITAL COST OF MONEY (JUNE 2003)                        |
| 1d.           | 52.222-24            | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) |

**L.02 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates the issuance of a Blanket Purchase Agreement (BOA) for which Firm-Fixed Price task orders or Indefinite Quantity task orders with Fixed-Unit-Rates may be issued throughout the period of performance resulting from this solicitation.

**L.03 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S Department of Energy  
Environmental Management Consolidated Business Center (EMCBC)  
Attn: Bill Hensley, Contracting Officer  
110 Boggs Lane, Suite 450  
Springdale, OH 45246

Telephone: (513) 246-0061  
Facsimile: (513) 246-0529  
E-mail: [bill.hensley@emcbc.doe.gov](mailto:bill.hensley@emcbc.doe.gov)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.04 DEAR 952.219-70 DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000)**

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist firms certified under section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the Contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

**L.05 DEAR 952.233-2 SERVICE OF PROTEST (MAY 2010)**

Another copy of a protest filed with the Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

**L.06 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (MAY 2010)**

If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to 48 CFR [33.104](#)(a)(3)(ii), implementing section 1065 of Public Law 103- 355. Such request must be in writing and addressed to the Contracting Officer for this procurement.

(b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of 48 CFR [33.104](#)(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

**L.07 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)**

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 48 CFR [933.103](#), elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the Contracting Officer prior to filing a protest.

**L.08 OFFER ACCEPTANCE PERIOD**

The minimum offer acceptance period is **180** calendar days after the required date for receipt of proposals.

**L.09 FALSE STATEMENTS**

Offers and Proposal Information must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements therein is prescribed in 18 U.S.C. 1001.

**L.10 EXPENSES RELATED TO PROPOSAL SUBMISSION**

This RFP does not commit the Government to pay any costs incurred in the submission of any proposal, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

**L.11 QUESTIONS CONCERNING THE RFP**

Questions concerning this solicitation must be submitted via email at [llwmlwtreatmentservices@emcbc.doe.gov](mailto:llwmlwtreatmentservices@emcbc.doe.gov) and will be accepted up to **March 24, 2015**. Questions submitted after that date may not allow the Government sufficient time to respond. Responses to submitted questions will be posted on the following procurement website: [www.emcbc.doe.gov/SEB/llwmlwtreatment](http://www.emcbc.doe.gov/SEB/llwmlwtreatment).

Any information concerning this solicitation will be furnished promptly to all other prospective Offerors, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective Offerors. The identity of the prospective Offerors asking questions will be withheld.

The Government shall not respond to questions submitted by telephone or in person at any time. Offerors are encouraged to periodically check the acquisition website at [www.emcbc.doe.gov/SEB/llwmlwtreatment](http://www.emcbc.doe.gov/SEB/llwmlwtreatment) to ascertain the status of any answers to questions, as hard copies will not be distributed.

**L.12 INTENTION TO PROPOSE**

In order to enable us to anticipate the number of proposals to be evaluated, as an optional courtesy to DOE, Offerors are requested to submit via email a "Notice of Intent to Propose" to [llwmlwtreatmentservices@emcbc.doe.gov](mailto:llwmlwtreatmentservices@emcbc.doe.gov) within 10 days of proposal due date. The email shall contain known Offeror information such as the name of the Offeror, company division and information on all teaming members, and subcontractors, etc.; and appropriate contact information such as address and telephone number of the company. Failure to provide this advance notification does not preclude an Offeror from submitting an offer under this solicitation.

**L.13 AMENDMENT OF THE SOLICITATION**

Any amendments to this solicitation (prior to submission of offers and other information) generated by the issuing office will be provided on the Internet via the procurement website at:

[www.emcbc.doe.gov/SEB/llwmlwtreatment](http://www.emcbc.doe.gov/SEB/llwmlwtreatment) and to the FedConnect website at:  
<https://www.fedconnect.net/FedConnect/Default.htm>.

#### **L.14 ELECTRONIC MEDIA – RFP AND AMENDMENT(S) DISTRIBUTION**

In order to further the Government policy of maximizing electronic commerce and minimizing acquisition process costs, electronic media will be used to distribute the RFP and amendments to the public. The RFP and any amendments will be posted via the FedConnect website at: <https://www.fedconnect.net/FedConnect/Default.htm>. The Fedconnect electronic medium will constitute the official distribution method for this RFP.

The RFP, related reference documents, any amendments, and questions and answers will also be posted to the Environmental Management Consolidated Business Center (EMCBC) LLW MLLW Treatment Services website at: [www.emcbc.doe.gov/SEB/llwmlwtreatment](http://www.emcbc.doe.gov/SEB/llwmlwtreatment). Offerors and all other interested parties shall maintain continual surveillance of the websites to remain abreast of the latest available information. No other communication, whether oral or in writing, will modify or supersede the terms of the RFP.

#### **L.15 CONTENT OF RESULTING CONTRACT**

Any BOA issued as a result of this solicitation will contain Part I – The Schedule, Part II – Contract Clauses, and Part III, List of Documents, Exhibits and Other Attachments.

#### **L.16 DISPOSITION OF OFFERS AND PROPOSAL INFORMATION**

Proposals will not be returned. Proposals not required for official record retention will be destroyed. Drawings, specifications, and other documents supplied with the solicitation may be retained by the Offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

#### **L.17 ALTERNATE PROPOSALS**

Alternate proposals are not solicited and will not be evaluated.

#### **L.18 EXCEPTIONS OR DEVIATIONS**

The Offeror's exceptions to and deviations from the solicitation's terms and conditions, including but not limited to Federal Acquisition Regulation (FAR), Department of Energy Acquisition Regulation (DEAR), and DOE clauses are not sought and the Government is under no obligation to enter into discussions. Any exceptions, deviations, or conditional assumption to the terms of the solicitation may make an offer ineligible for issuance of a BOA.

#### **L.19 NUMBER OF AWARDS**

It is anticipated that multiple BOAs will be issued as a result of this solicitation.

**L.20 PRE-PROPOSAL CONFERENCE**

No pre-proposal conference is planned for this solicitation.

**L.21 RESPONSIBLE PROSPECTIVE OFFEROR**

(a) The general and additional minimum standards for responsible prospective Offeror set forth at 48 CFR 9.1 and 48 CFR 909.1 apply.

(b) DOE may conduct pre-award surveys in accordance with 48 CFR 9.106 and may solicit from available sources, relevant information concerning the Offeror's record of past performance, and use such information in making determinations of an Offeror's responsibility.

**L.22 COMMITMENT OF PUBLIC FUNDS**

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

**L.23 ELECTRONIC SUBMISSION**

The Offeror's proposal shall be submitted through FedConnect to the DOE STRIPES system. The submitted electronic version constitutes the official proposal. The Offeror shall access FedConnect at: <http://www.compusearch.com/products/fedconnect/vendors>.

**L.24 TIME, DATE, AND PLACE OFFERS AND PROPOSAL INFORMATION ARE DUE**

(a) All Offers and Proposal Information, regardless of method of delivery, must be received on or before **April 7, 2015 by 4:00 p.m. Local Time.**

(b) Written proposals delivered via standard, next day, or express mail, shall be marked as follows:

FROM: Offeror's Name

MAIL TO:

U S. Department of Energy  
ATTN: Bill Hensley, Contracting Officer  
110 Boggs Lane, Suite 450  
Springdale, OH 45246

Request for Proposal (RFP) No. DE-SOL-0006499

Due Date: April 7, 2015 by 4:00 p.m. Local Time.

**\*NOTICE TO DOE MAIL ROOM: DO NOT OPEN. THIS IS A PROPOSAL UNDER THE ABOVE-IDENTIFIED SOLICITATION.**

- (c) Offers may be hand delivered to the above address, but the Offeror must phone the Contract Specialist one business day in advance to arrange delivery:

Hand carried package(s) may only be delivered during the hours 8:00 a.m. to 4:00 p.m. local time on Federal workdays. Delivery to any other location than that specified herein is unacceptable.

- (d) Notwithstanding which method of delivery the Offeror chooses to use, the Offeror assumes full responsibility for ensuring that the proposal is received at the place and by the date and time specified in the RFP. Such proposals must be closed and sealed as if mailing. Any offers received at the Government office designated in this provision after the exact time specified for receipt of offers is “late” and will **NOT** be considered.

## **L.25 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL**

- (a) General: Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the proposal must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. Extraneous, repetitious, or wordy submissions are not desired. All pages of each part must be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number.

These instructions are provided to aid the Offeror in the preparation of their proposal. These instructions and the information contained in these instructions are not evaluation criteria for this solicitation.

- (b) Reference Material: DOE has established a website that contains various reference documents and relatable organizational weblinks for the Offeror to utilize in preparing their offer. Such documents/information can be accessed at: [www.emcbc.doe.gov/SEB/llwmlwtreatment](http://www.emcbc.doe.gov/SEB/llwmlwtreatment).

Offerors are cautioned that the reference documents and organizational Websites contained in the above URL address are not, nor was it intended to be, all inclusive. Offerors are strongly urged to perform additional research using other available sources.

- (c) Definitions: The term "Offeror" as used in this Section L refers to the single legal entity submitting the offer which may be a “contractor team arrangement” as that term is defined in FAR 9.601. The Offeror may be preexisting or newly formed for the purposes of competing for this BOA.
- (d) Electronic Submission: This solicitation requires the Offeror to submit the official proposal electronically through [www.fedconnect.net](http://www.fedconnect.net) to DOE’s STRIPES Contract system. The electronic proposal, submitted through FedConnect to STRIPES, constitutes the official offer. In addition, the Offeror is to submit written proposals in two separate volumes. Written proposals shall be delivered by hand or mailed to the Contract Specialist. No proposal received through facsimile or telephone will be accepted.
- (e) Required Copies: The number of copies required is shown below.

Volume I, The Offer – 1 Original, 5 copies and 5 CD-ROMs



Volume II, Technical Proposal – 1 Original, 5 copies and 5 CD-ROMs

The original proposal shall contain signed originals of all documents requiring signatures by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.

Note: In the event of a discrepancy between the official electronic submission through the FedConnect System and the provided hard copies, the electronic submission shall take precedence.

- (f) Page Limitation: No page limitations apply to Volume I or Volume II of the proposal.
- (g) Binding and Labeling: Each volume shall be separately bound in three-ringed loose-leaf binders. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror's name, the solicitation number, the title of the solicitation, and the copy number (i.e., sequentially number the required copies with the original being labeled "Original").
- (h) CD-ROMS: The cover and outside of each CD-ROM must clearly identify the volume to which it relates. Electronic media versions of the proposal files are to be formatted in Adobe Acrobat 7.0 (PDF) or higher. The electronic media versions provided shall be searchable. The CD-ROMs are provided for evaluation convenience only. In the event of a conflict, the written material takes precedence over the CD-ROM text. If applicable, the Offeror shall submit any supporting spreadsheets or mathematical computation using Microsoft Excel 2007 or 2010. The Offeror's Excel files shall be working versions including formulas and computations. A second electronic file shall be provided in Adobe Acrobat 7.0 (PDF) or higher. The electronic media versions provided shall be searchable.
- (i) Page Description: All pages of each volume shall be appropriately numbered, identify the name of the Offeror, the date of proposal submission, and the solicitation number. The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Any time a page limitation is specified, a page is defined as a single side. All pages of the proposal shall be submitted on 8 1/2" x 11" sheets except for graphs, tables, and spreadsheets. Printing is to be double-sided. Print type used in the text portions of the proposal shall be size 12 and font type shall be Times New Roman. Page margins (distance between the edge of the page and the body of the proposal) shall be 1-inch on the top, bottom, left and right sides of the page. Those pages that exceed the limits set forth in this solicitation will not be considered in the evaluation.

Print type used in charts, graphics, figures, and tables may be smaller than 12 point font, but must be clearly legible. Graphs, tables and spreadsheets where necessary must be 10 point or larger Times New Roman font type. All other text must be single-spaced using 12 point Times New Roman font type. Foldouts of charts, tables, diagrams or design drawings shall not exceed 11 x 17 inches and will be considered as two pages. Foldout pages shall fold entirely within the volume. Page margins for the foldouts shall be a minimum of one inch at the top, bottom and each side.
- (j) Cover letter: A cover letter shall be provided with each proposal volume as the first page. The cover letter shall include the following:

1. The solicitation number;
  2. The name, address, telephone numbers, facsimile numbers, and electronic addresses of the Offeror;
  3. Names, titles, telephone numbers, facsimile numbers, and electronic addresses of persons authorized to negotiate (if required) and sign the proposal in connection with this solicitation;
  4. The name, address, telephone number, facsimile number, and electronic address of the individual in the Offeror's organization to be contacted, if necessary, during evaluation of the proposal;
  5. Dun and Bradstreet LTD DUNS number for the Offeror and each team member, if applicable.
  6. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items requested in the solicitation.
  7. A statement that the Offeror grants to the Evaluation Team or its authorized representatives, the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation; and this right may be exercised in connection with any such reviews deemed necessary by the Government.
  8. A statement to the effect that the proposal is firm for a period of not less than 360 days.
  9. Offeror's that include in their proposal data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes shall mark the cover letter with the following legend:

“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or identify all]*.”
- (k) Restriction of Data: Mark each sheet of data that is to be restricted with the following legend:  
“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”
- (l) Table of Contents: The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.

- (m) Glossary: The Offeror shall incorporate a glossary of all abbreviations and acronyms used for each volume.
- (n) Cross Reference Matrix: The Offeror shall provide a completed Cross Reference Matrix which correlates the proposal by page and section or sub-section number to the Performance Work Statement, (PWS), Section L, and Section M. This cross reference matrix shall be placed in Volume II immediately after the glossary section.
- (o) Classified Information: The Offeror shall not provide classified information in response to this solicitation.
- (p) Point of Contact: The CO and CS are sole points of contact during this procurement.
- (q) Errors or Omissions: The RFP is considered complete and accurate in every detail and adequately describes the Government's requirements. If the Offeror feels any part of the RFP contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and to assure submittal of a complete proposal, the Offeror is cautioned to resolve all questionable areas with the CO.
- (r) Changes to the RFP: No changes to this RFP will be effective unless they are incorporated into the solicitation by a written and signed amendment.
- (s) Information Provided: The Government will evaluate on the basis of information provided in the proposal and in accordance with the evaluation criteria specified in Section M. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal.
- (t) Disposition of Proposals: Proposals will not be returned.

## **L.26 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I: OFFER AND OTHER DOCUMENTS**

Volume I, Offer and Other Documents, consists of the items identified in the following paragraphs in the order listed.

- (a) Cover letter – The cover letter shall contain all of the information listed above in Section L.25 (j).
- (b) Standard Form (SF) 33: The Standard Form 33 shall be fully executed by an authorized representative of the Offeror. The person signing the Proposal Form must have the authority to commit the Offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to issue a BOA without further discussion if it so elects. The acceptance period entered on the Proposal Form by the Offeror must not be less than that prescribed in the solicitation provision entitled "Offer Acceptance Period", which must apply if no other period is offered. This execution shall include acknowledgement of all amendments. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents. By signing and submitting the SF 33, the Offeror commits to accepting the resulting BOA (See provision entitled "Content of Resulting Contract") as written and to comply with the other provisions of the solicitation. Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation

may make the offer unacceptable for issuance of a BOA.

- (c) Representations, Certifications, and Other Statements of Offerors: The Offeror shall submit a fully completed and signed Section K, Representations, Certifications, and Other Statements of Offerors, as a part of Volume I of the proposal signed by an authorized representative of the Offeror.
- (d) Foreign Ownership Control, or Influence (FOCI): As a part of completing Section K, the Offeror shall provide in Volume I, the original signed and completed FOCI packet, containing the original SF-328 "Use of Certificate Pertaining to Foreign Interests," "Summary of FOCI Data Sheet," and if applicable, "Representative of Foreign Interest Statement."
- (e) Organizational Conflicts of Interest Disclosure: The Offeror, including any entity comprising the teaming arrangement thereof, as defined by FAR 9.601 shall identify in a statement any existing or potential OCI as defined in FAR Part 9.5 "Organizational and Consultant Conflicts of Interest," and outlined in detail in DEAR 952.209-8 "Organizational Conflicts of Interest Disclosure." If the Offeror believes there is an existing or potential OCI, the Offeror shall submit an appropriate mitigation plan. If the Department identifies an existing or potential OCI, the Offeror shall submit any information requested by the Department, including a mitigation plan.
- (f) Joint Ventures and/or LLCs and/or Any Other Teaming Arrangements: Offerors who submit a proposal as one of the above shall provide full and complete information on each of the participating members/companies, as well as the proposed organization itself. The Offeror shall provide copies or drafts of the applicable joint venture and/or LLC agreements, any applicable mentor/protégé agreements or arrangements, and any agreements and/or arrangements with subcontractors regarding the nature and extent of the work to be performed under this solicitation. DOE reserves the right to require consent to subcontract for each of the proposed subcontractors or participating members/companies in accordance with FAR 52.244-2, Subcontracts (Section I).
- (g) Size Status: Offerors shall identify their company as one or more of the following: 1. Small business; 2. 8(a) disadvantaged business; 3. HUBZone small business; 4. Small disadvantaged business; 5. Woman-owned small business; 6. Veteran-owned small business; 7. Service disabled small business; or 8. Large business.
- (h) Amendments to the RFP: Offeror shall provide a statement acknowledging receipt of all amendments to the solicitation.
- (i) Rights to Proposal Data: A listing of proprietary data, if any, in the Offeror's proposal where FAR 52.227-23, Rights to Proposal Data (Technical), shall apply.
- (j) Recognition of Performing Entity: Offerors shall designate all entities that are proposed to perform work under the BOA and that are a part of the proposal upon which a BOA would be issued. This includes subcontractors, joint venture members, parent(s), LLC members, etc.
- (k) Equal Employment Opportunity: The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include, but not be limited to, the company name,

address, phone number and the point of contact for equal employment opportunity matters. This information shall be provided for the Offeror, as well as, each joint venture member. Additionally, each first tier subcontractor with a subcontract of \$10 million or more is required to provide the information described above.

- (l) Additional Information: If the address shown on the SF 33 is different from the remittance address, it shall be provided along with any other information the Offeror needs to bring to the attention of the Government.
- (m) Limitations on Subcontracting: In order to determine the Offeror's compliance with the Limitation on Subcontracting clause (FAR 52.219-14), the Offeror shall identify the work scope being performed by each entity (prime vs subcontract), a computation of the total work performed by each entity (prime and subcontract) and a written statement stating the Offeror will comply with FAR 52.219-14 during the course of contract performance.
- (n) Determination of Responsibility: The Offeror shall provide documentation to demonstrate adequate financial capability to complete this BOA. FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the Contract or the ability to obtain them in order to be determined responsible. Information provided by the Offeror shall include, but not be limited to, the Offeror's financial statements (audited, if available) and notes to the financial statements for the last three fiscal years. This information should be provided for all participants if the Offeror is a joint venture or other teaming arrangement. Using the above information and other information, the Government will make a FAR Part 9 responsibility determination of the prospective awardee.
- (o) Section I, Small Business Subcontracting Plan.
  - i. A completed and acceptable Small Subcontracting Business Plan is required to be submitted by large business Offerors only, in accordance with the Section I clause entitled FAR 52.219-9, Small Business Subcontracting Plan, and proposal instructions herein. The Small Business Subcontracting Plan will become part of the BOA as Section J, Attachment J.4.
  - ii. To be considered acceptable, the Offeror's plan shall address, in adequate detail, each of the eleven elements identified in FAR 52.219-9(d). Failure by a large business Offeror to submit and/or negotiate a subcontracting plan that addresses each of the eleven elements identified in FAR 52.219-9(d) in adequate detail may make the Offeror ineligible for issuance of a BOA.
  - iii. The Offeror shall establish goals that afford small businesses with the maximum practicable opportunity to participate in performance consistent with efficient performance. In developing its proposed plan, the Offeror shall establish specific subcontracting goals for various small business categories. The minimum goals of this solicitation for each small business category are as follows:

| <u>Component</u>                  | <u>Percent (%)</u> |
|-----------------------------------|--------------------|
| Small Business (SB)               | 50%                |
| Small Disadvantaged Business      | 5%                 |
| Women-Owned SB                    | 5%                 |
| HUBZone SB                        | 3%                 |
| Service-Disabled Veteran-Owned SB | 3%                 |

## **L.27 PROPOSAL PREPARATION INSTRUCTIONS – TECHNICAL PROPOSAL – VOLUME II**

Only technical acceptability will be determined at the RFP level. No pricing information will be requested at the RFP level. Lowest price technically acceptable will be the sole basis for evaluation of all subsequent Request for Task Proposals (RTP) issued against the BOA.

The format and content of Volume II, Technical Proposal, shall consist of the following:

### **Criterion 1 – Applicable Licenses, Permits, or Authorizations**

The Offeror shall provide copies of the applicable granted or issued licenses, permits or authorizations with the appropriate regulatory authority for the types of waste proposed to receive, treat, and release. The licenses and permits shall be current, dated, signed and approved. For each type of waste, the Offeror shall clearly specify where in the document (page, section, paragraph) that the specific license/permit is identified and authorized for treatment. Wherever practicable, the Offeror can avoid unnecessary duplication/redundancy, e.g. if all waste proposed to be treated is included in a single license, permit or authorization, the Offeror should simply provide a single copy of the current, dated, signed and approved license, and reference the applicable section in the document where each waste type is identified and authorized for treatment. It is the Offerors responsibility to demonstrate they have the applicable licenses, permits and/or authorizations for the types of waste proposed to receive, treat, and release, including BSFR, Low Activity Waste (LAW) Services, Alternative Disposition Strategies (Recycle/Reuse), and ancillary services if applicable.

### **Criterion 2 – Treatment Facility**

The Offeror shall provide documentation from the appropriate regulatory authority that verifies that the proposed treatment facility is fully capable and ready to receive, treat, and release the waste types being proposed, including BSFR, Alternative Disposition Strategies (Recycle/Reuse), LAW Services, and ancillary services.

Offerors shall describe in sufficient detail the treatment capacity of the proposed facility and how the waste types being proposed will be treated from the time of receipt at the facility to release. This shall include a description of the Offerors ability to receive, handle and release the waste (e.g., by rail, intermodal or truck) for the types of waste proposed to receive, treat, and release, including BSFR, LAW Services, Alternative Disposition Strategies (Recycle/Reuse), and ancillary services if applicable.

### **Criterion 3 – Past Performance**

The Offeror, including any entity comprising the teaming arrangement thereof, as defined by FAR 9.601, and subcontractor(s) that will perform major or critical aspects of the requirement, shall submit past performance information for contracts or projects currently ongoing or completed within the last five (5) years that encompass work similar to the requirements of the PWS. Any work performed for DOE's Office of Environmental Management will be considered at least Somewhat Relevant.

Provided past performance information shall be submitted as described below:

- The Offeror, including each entity comprising the teaming arrangement, shall submit an Attachment L-1, Past Performance Reference Information Form for three (3) contracts or projects.
- Each of the Offeror's subcontractors that will perform major or critical aspects of the requirement over the contract period (including option years), shall submit an Attachment L-1, Past Performance Reference Information Form for two (2) contracts or projects.

On Attachment L-1 under item 14, the Offeror, each entity comprising the teaming arrangement, and subcontractors that will perform major or critical aspects of the requirement, shall provide the past performance information for each referenced contract regarding any problems they encountered and the corrective actions that they took to resolve those problems. Instructions for each block are included on the second page of the form.

The Offeror, each entity comprising the teaming arrangement, and subcontractor(s) that will perform major or critical aspects of the requirement, shall forward the Attachment L-2, Past Performance Letter and Questionnaire, to the appropriate point of contact for each contract or project cited on Attachment L-1 not performed for the DOE Office of Environmental Management (EM) and for which no contractor performance data is available in the Past Performance Information Retrieval System (PPIRS) system. The point of contact for each contract or project shall complete and forward the questionnaire directly to the Contract Specialist, identified in the Sample Past Performance Letter (Attachment L-2 (Part - A)) prior to the closing date of the RFP. The information provided by the point of contact must be sufficient to enable cross-referencing of the questionnaire to the corresponding Attachment L-1, Past Performance Reference Information Form, for the contract or project. The Offeror shall be responsible for following up with the point of contact to ensure that the questionnaire has been completed and returned to the DOE Contract Specialist prior to the closing date of the RFP. The Offeror may contact the Contract Specialist at [llwmllwtreatmentservices@emcbc.doe.gov](mailto:llwmllwtreatmentservices@emcbc.doe.gov) to confirm the receipt of any questionnaires.

DOE may obtain Past Performance information through all available sources, including Federal Government electronic databases (e.g. PPIRS), readily available Government records (including pertinent prime contracts), and sources other than those identified by the Offeror. Additionally, contract references, including those identified by the Offeror on Attachment L-1 and Attachment L-2, and those not identified by the Offeror, but listed in E-government databases, may be contacted for past performance information.

**L.28 EXCLUDED OFFERORS**

Proposals received from an Offeror who is currently listed on the excluded Government debarred, suspended, and proposed debarment list ([www.sam.gov](http://www.sam.gov)) will not be accepted or evaluated.

**L.29 LIST OF ATTACHMENTS**

| ATTACHMENT | TITLE                                       |
|------------|---|
| L-1        | PAST PERFORMANCE REFERENCE INFORMATION FORM |
| L-2        | PAST PERFORMANCE LETTER AND QUESTIONNAIRE   |



**ATTACHMENT L-1  
PAST PERFORMANCE REFERENCE INFORMATION FORM**

|     |   |  |
|-----|---|--|
| 1.  | Name of Contractor Submitting Proposal:   |  |
| 2.  | Name of Reference Contact Client (e.g. Government Agency or Prime Contractor):  |  |
| 3.  | Name of Entity Reference Contract/Project Was Awarded To:   |  |
| 4.  | Reference Contract/Project Client Point of Contact:   | Name:<br>Title:<br>Telephone:<br>E-mail Address:<br>Mailing Address:<br>Reference Contract/Project Number: |
| 5.  | Reference Contract/Project Period of Performance:   |  |
| 6.  | Reference Contract/Project Start Date:  |  |
| 7.  | Reference Contract/Project Completion/Termination Date:   |  |
| 8.  | Reference Contract Type of Contract/Project:  |  |
| 9.  | Reference Contract/Project Total Value:   |  |
| 10. | Reference Contract/Project Value Performed To Date:   |  |
| 11. | Dollar Amount and duration of work <u>entity</u> performed on reference contract/project:   |  |
| 12. | Scope entity is <u>proposed</u> to perform on this solicitation (DE-SOL-0005476): List the applicable PWS elements.                           |  |
| 13. | Scope entity <u>performed</u> on reference contract/project:  |  |
| 14. | Provide information on problems encountered on the contract/projects identified above and corrective actions taken to resolve those problems. |  |

**Instructions for Completing the Past Performance Reference Information Form**

- Item 1. Insert the complete name of the Contractor who is submitting the proposal for this solicitation.
- Item 2. Insert the complete name and address of the client/customer, including parent organization, if any. Do not use acronyms.
- Item 3. Insert name of entity reference contract/task order/project used by the customer. Identify the entity's contractual role (e.g. prime, subcontractor, etc.)
- Item 4. Insert the customer's complete name, title, telephone number, e-mail address, mailing address, and reference contract/task order number.
- Item 5. Insert the period of performance of the contract on which the contract came into existence (including options and task orders).
- Item 6. Insert the date on which you started to perform the work.
- Item 7. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.
- Item 8. Insert the contract type including fee (e.g., FP, CPFF, CPAF, etc.)
- Item 9. Insert contract value (separately listing fee if cost-type).
- Item 10. Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.
- Item 11. If different than Item 5 and Item 10, insert sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.
- Item 12. Describe the scope entity will be performing on this solicitation: list the applicable PWS (including part(s) if not a whole PWS element).
- Item 13. Describe the nature and scope of the work entity performed: clearly identify the part(s) the entity performed of the referenced contract above. Describe factors that demonstrate relevancy to successfully completing the requirements of the PWS including any improvements implemented in the performance of the work.
- Item 14. **Past Performance:** Describe problems encountered on the contract/projects identified above and corrective actions taken to resolve those problems. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance.

**ATTACHMENT L-2  
PAST PERFORMANCE LETTER AND QUESTIONNAIRE**

**Sample Letter (Part – A)  
Past Performance Letter**

Date \_\_\_\_\_

Dear: \_\_\_\_\_

We are currently responding to the Department of Energy (DOE) Request for Proposal No. DE-SOL-0006499 for DOE Low-Level Mixed-Low Level Waste Treatment Services and we are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance.

Please return the completed questionnaire by the due date for receipt of proposals: April 7, 2015

**YOU ARE HIGHLY ENCOURAGED TO SCAN AND EMAIL THE QUESTIONNAIRE TO THE EMAIL ADDRESS PROVIDED BELOW:**

Email Address: [llwmlwtreatmentservices@emcbc.doe.gov](mailto:llwmlwtreatmentservices@emcbc.doe.gov)

If you are unable to scan and email a copy, it can be mailed to the following address:

United States Department of Energy  
Environmental Management Consolidated Business Center  
Attn: Bill Hensley, Contracting Officer  
110 Boggs Lane, Suite 450  
Springdale, OH 45246

If mailing, please mark the envelope as follows:

“PROCUREMENT SENSITIVE SOURCE SELECTION INFORMATION - SEE FAR 3.104”  
“TO BE OPENED ONLY BY THE ADDRESSEE”

***Respondents are strongly encouraged to provide an explanatory narrative under Additional Comments in the attached form. If more space is needed, please attach additional pages.***

| <b>Past Performance Sample Letter and Questionnaire<br/>Questionnaire Form (Part – B)</b> |  |
|---|--|
| <b>Past Performance Information Questionnaire for:</b> [Insert Name of Offeror]           |  |
| <b>A. Respondent: Please fill in the following table:</b>                                 |  |
| 1.  | Complete Name and Title of Responder :   |
| 2.  | Company or Agency Name, Address, Telephone Number, Facsimile Number (w/Area Code), and E-mail Address: |
| 3.  | Contract Name or Title, Contract Number and Type of Contract   |
| 4.  | Signature  |

**B. RATING SCALE AND DEFINITIONS:**

| Rating       | Description of Rating  | Note   |
|--------------|--|--|
| Exceptional  | Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. | To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified. |
| Very Good    | Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.       | To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.   |
| Satisfactory | Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.   | To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified.   |

|                |  |  |
|----------------|--|--|
| Marginal       | Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. | To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).   |
| Unsatisfactory | Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.   | To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters). |

### C. ASSESSMENT AREAS:

## 1. Quality

Example: How well did the Contractor provide services that met the terms of the contract? How technically accurate were the contractor deliverables? What was the quality level of the contractor deliverables? How well did the Contractor perform the contract services in a safe manner?

○                  ○                  ○                  ○                  ○                  ○                  ○

Exceptional    Very Good    Satisfactory    Marginal    Unsatisfactory    Not Applicable    Do Not Know

**2. Supporting Narrative:**

**Schedule**

Example: How well did the Contractor provide timely services in accordance with contract schedules? How well did the Contractor take measures to minimize delays that were within their control?

☐ Exceptional    ☐ Very Good    ☐ Satisfactory    ☐ Marginal    ☐ Unsatisfactory    ☐ Not Applicable    ☐ Do Not Know

Supporting Narrative:

**3. Cost Control**

Example: How well did the Contractor control its costs?

☐ Exceptional    ☐ Very Good    ☐ Satisfactory    ☐ Marginal    ☐ Unsatisfactory    ☐ Not Applicable    ☐ Do Not Know

Supporting Narrative:

**4. Management**

Example: How well did the Contractor interface with you to address requests, complaints, and inquiries? If given the choice, would you select this contractor again to perform your required services? How well did the Contractor allocate available personnel and other resources to meet customer needs? How well did the Contractor provide staff on short notice for quick turnaround of personnel?

☐ Exceptional    ☐ Very Good    ☐ Satisfactory    ☐ Marginal    ☐ Unsatisfactory    ☐ Not Applicable    ☐ Do Not Know

Supporting Narrative:

**Additional Comments:**

---

---

---

---

---

---

---

---

---

---